

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF  
Knead Broad Street, LLC and Knead Slice Shop, LLC  
Case 04-CA-301868

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**MAILING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. The Charged Party will then copy and mail, at its own expense, a copy of the Notice, as well as the Board’s Employee Rights Under the NLRA poster (the “Poster”), a copy of which is attached as Appendix A, to all employees who were employed by the Charged Party as of August 19, 2022. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director with written confirmation of the date of mailing, and a list of names and mailing addresses of employees to whom the Notices were mailed along with a fully completed Certification of Posting form via the Agency’s e-filing portal at [www.nlrb.gov](http://www.nlrb.gov).

**E-MAILING NOTICE** — Respondent will email a copy of the signed Notice and the Poster in English, and in additional languages if the Regional Director decides that it is appropriate to do so, to all current employees and former employees who were employed by the Charged Party as of August 19, 2022. The message of the e-mail will state: “We are distributing the attached Notice and Poster to you pursuant to a Settlement Agreement approved by the Regional Director of Region 4 of the National Labor Relations Board in Case 04-CA-301868.” To document its compliance with this requirement, Respondent will e-file a copy of its distribution e-mail, with all of the recipients’ e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency’s e-filing portal at [www.nlrb.gov](http://www.nlrb.gov).

**TEXT MESSAGING NOTICE** – Respondent will text message a copy of the signed Notice and the Poster in English, and in additional languages if the Regional Director decides that it is appropriate to do so, to all current employees and former employees who were employed by the Charged Party as of August 19, 2022. The message of the text message will state: “We are distributing the attached Notice to you pursuant to a Settlement Agreement approved by the Regional Director of Region 4 of the National Labor Relations Board in Case 04-CA-301868.” To document its compliance with this requirement, Respondent will e-file a copy of that text message, with all of the recipients’ text messaging numbers, via the Agency’s e-filing portal at [www.nlrb.gov](http://www.nlrb.gov).

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**PAYMENT OF MAKE-WHOLE RELIEF** — Within 14 days from approval of this agreement, Respondent will make whole each employee named below by payment to each of them of the amount opposite each name. Respondent will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. Respondent, for each employee named below, will provide the Regional Director with a Backpay report allocating the payment(s) to the appropriate calendar year and a copy of the IRS form W-2 for wages earned in the current calendar year no sooner than December 31st of the current year and no later than January 30th of the following year. If the Centralized Compliance Unit, on behalf of the Regional Director, is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or remedial monies they are owed. Respondent agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

<u>Employee</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Tax</u>	<u>Total</u>
(b) (6), (b) (7)(C)	\$180	\$9	\$1	<b>\$190</b>
	\$120	\$6	\$1	<b>\$127</b>
	\$135	\$7	\$1	<b>\$143</b>
	\$90	\$4	\$1	<b>\$95</b>
	\$279	\$14	\$2	<b>\$295</b>

(b) (6), (b) (7)(C)	\$243	\$12	\$2	\$257
	\$60	\$3	\$0	\$63
	\$60	\$3	\$0	\$63

**NEUTRAL REFERENCE** — Should any prospective employer contact the Charged Party seeking a reference for employees employed as of August 19, 2022, the Charged Party will provide a neutral reference, confirming the dates of employment and position held. The Charged Party will not mention the unfair labor practice charge filed by the Charging Party.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes 

(b) (6)

Initials

No

Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days’ notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional

Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>Knead Pizza</b>		<b>Charging Party</b> <b>UNITE HERE Local 274</b>	
By:	Name and Title	Date	
/s/ (b) (6), (b) (7)(C)		6/7/23	
Print Name and Title below		Print Name and Title below	
Recommended By:		Date	
/s/ <u>Rosario Dispenza</u>		6/20/23	
Field Attorney			
Approved By:		Date	
/s/ <u>Kimberly E. Andrews</u>		6/22/23	
Regional Director, Region 4			